

**Joe Kelly and Jeff Sideman, d/b/a Solid Case Work and Indiana/Kentucky Regional Council of Carpenters, a/w United Brotherhood of Carpenters and Joiners of America, AFL-CIO. Case 25-CA-29354**

May 12, 2005

**DECISION AND ORDER**

BY CHAIRMAN BATTISTA AND MEMBERS LIEBMAN AND  
SCHAUMBER

The General Counsel seeks a default judgment in this case on the ground that the Respondent has failed to file an answer to the complaint. Upon a charge filed by the Union on September 30, 2004, the General Counsel issued the complaint on February 11, 2005, against Joe Kelly and Jeff Sideman, d/b/a Solid Case Work, the Respondent, alleging that it has violated Section 8(a)(1) and (5) of the Act. The Respondent failed to file an answer.

On March 22, 2005, the General Counsel filed a Motion for Default Judgment with the Board. On March 23, 2005, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

**Ruling on Motion for Default Judgment**

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively stated that unless an answer was filed by February 25, 2005, all the allegations in the complaint could be considered admitted. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letters dated February 28 and March 8, 2005, notified the Respondent that unless an answer was received by March 7, 2005, and March 15, 2005, respectively, a motion for default judgment would be filed.

In the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's motion for default judgment.

On the entire record, the Board makes the following

**FINDINGS OF FACT**

**I. JURISDICTION**

At all material times, the Respondent has been owned jointly by Joe Kelly and Jeff Sideman, partners, doing business as Solid Case Work, with an office and place of business in McCordsville, Indiana (the Respondent's facility), where it has been engaged as a carpentry contractor in the construction business.

During the 12-month period ending September 30, 2004, the Respondent, in conducting its business operations described above, provided services valued in excess of \$50,000 for Wolverine Interiors, Inc., an enterprise located in the State of Michigan.

At all material times, Wolverine Interiors, Inc., a corporation with an office and place of business in Sanford, Michigan, has been engaged in the manufacture, sale, and installation of wood cabinets and related products.

During the 12-month period ending September 30, 2004, Wolverine Interiors, Inc., in conducting its business operations described above, sold and shipped from its Sanford, Michigan facility goods valued in excess of \$50,000 directly to points outside the State of Michigan.

At all material times, Wolverine Interiors, Inc. has been an enterprise directly engaged in interstate commerce.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that Indiana/Kentucky Regional Council of Carpenters, a/w United Brotherhood of Carpenters and Joiners of America, AFL-CIO (the Union) is a labor organization within the meaning of Section 2(5) of the Act.

**II. ALLEGED UNFAIR LABOR PRACTICES**

At all material times, Joe Kelly and Jeff Sideman have been general partners and owners of the Respondent, and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act, and agents of the Respondent within the meaning of Section 2(13) of the Act.

The employees of the Respondent who are described in article I of the collective-bargaining agreement between The Building Contractors Association of Fort Wayne, Inc. and the Union, which by its terms is effective from June 1, 2003 through May 31, 2006 (the unit), constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

Since about April 3, 2001, and at all material times, the Union has been the designated exclusive bargaining representative of the unit, and since then the Union has been recognized as the representative by the Respondent. This recognition has been embodied in a recognition agreement dated April 3, 2001, and successive collective-bargaining agreements, the most recent of which is effective by its terms from June 1, 2003 through May 31, 2006.

At all times since about April 3, 2001, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

By letter dated September 15, 2004, the Union requested that the Respondent furnish it with certain information concerning the unit employees. Specifically, the Union's letter stated:

On behalf of the Indiana/Kentucky Regional Council of Carpenters, please supply this Office with the names, addresses and wages of all bargaining unit employees employed in the State of Indiana by Solid Case Work from April 3, 2001 to date. The wage information should be broken down by straight time hours, overtime hours and fringe benefits paid for/owed on behalf of each employee by job in this period and an identification (customer name and location) of each job.

The information requested by the Union is necessary for and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

Since about September 15, 2004, the Respondent has failed and refused to furnish the Union with the requested information.

#### CONCLUSION OF LAW

By failing and refusing to furnish the Union with the information it requested in its September 15, 2004 letter, the Respondent has failed and refused to bargain collectively and in good faith with the exclusive collective-bargaining representative of its unit employees, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

#### REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has violated Section 8(a)(1) and (5) by failing and refusing to furnish the Union with information that is relevant and necessary to its role as the exclusive bargaining representative of the unit employees, we shall order the Respondent to furnish the Union with the information it requested in its letter of September 15, 2004.

#### ORDER

The National Labor Relations Board orders that the Respondent, Joe Kelly and Jeff Sideman, d/b/a Solid Case Work, McCordsville, Indiana, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to furnish Indiana/Kentucky Regional Council of Carpenters, a/w United Brotherhood

of Carpenters and Joiners of America, AFL-CIO, with information necessary for and relevant to the performance of its duties as the exclusive collective-bargaining representative of the employees of the Respondent who are described in article I of the collective-bargaining agreement between The Building Contractors Association of Fort Wayne, Inc. and the Indiana/Kentucky Regional Council of Carpenters, a/w United Brotherhood of Carpenters and Joiners of America, AFL-CIO, which by its terms is effective from June 1, 2003 through May 31, 2006.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Furnish the Union with the information it requested by letter dated September 15, 2004.

(b) Within 14 days after service by the Region, post at its facility in McCordsville, Indiana, copies of the attached notice marked "Appendix."<sup>1</sup> Copies of the notice, on forms provided by the Regional Director for Region 25, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since September 15, 2004.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

#### APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the

National Labor Relations Board

An Agency of the United States Government

<sup>1</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to furnish Indiana/Kentucky Regional Council of Carpenters, a/w United Brotherhood of Carpenters and Joiners of America, AFL-CIO, with information necessary for and rele-

vant to the performance of its duties as the exclusive collective-bargaining representative of our employees described in article I of the collective-bargaining agreement between The Building Contractors Association of Fort Wayne, Inc. and the Union, which by its terms is effective from June 1, 2003 through May 31, 2006.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL furnish the Union with the information it requested by letter dated September 15, 2004.

JOE KELLY AND JEFF SIDEMAN, D/B/A SOLID CASE WORK